surer in writing, and that in paragraph 8 as to settlement "without a judgment after trial of the issue."

Held, that plaintiff may recover amount paid in settlement and also the attorney's fees which were found to be reasonable. The principle that one who has a claim against another is bound to use due care and not allow expense to pile up unnecessarily where it might be avoided by ordinary foresight does not seem to have been considered by the court in deciding the case.

CORPORATIONS — INDIVIDUAL LIABILITY OF STOCKHOLDERS — NATIONAL BANK — STATUTE OF LIMITATIONS. RANKIN V. BARTON, 26 SP. CT. 29. — *Held*, that a state statute of limitations does not begin to run against the right to enforce the individual liability of stockholders in a national bank, until the amount of such liability has been ascertained by the Comptroller of the Currency.

If the United States were compelled to pay the circulating notes of a national bank, on its contract of guarantee, it would have a paramount lien on the assets of the bank for reimbursement. Therefore, since the bank is an instrumentality of the United States, the duty of administering the assets of the bank is vested in an officer of the United States, namely, the Comptroller of the Currency. On his order only can the individual liability of a stockholder be enforced. It is, therefore, necessary for the Comptroller of the Currency to determine the amount of the liability of the stockholder before a right of action accrues and the statute of limitations begins to run.

CRIMINAL LAW — ARSON — EVIDENCE — PREVIOUS FIRES. — PEOPLE *v.* BROWN, 96 N. Y. SUPP. 957. *Held*, that in a prosecution for arson, alleged to have been committed with intent to secure insurance money, admissions made by defendant to an insurance adjuster that he had had fires in other buildings than the one in question were inadmissable. Spring, J., *dissenting*.

Upon the trial of a prisoner for setting fire to a building with intent to defraud the insurers, evidence showing that up to five years previously several buildings in which the prisoner was interested and which were insured, were burnt, is irrelevant. *State v. Raymond*, 53 N. J. L. 261. In a charge of bribery evidence of previous attempts on the part of the defendant to commit bribery is not admissable, though it might show, in a moral sense, that he would be likely to commit the crime with which he is charged. *People v. Sharp*, 107 N. Y. 427. The rule is that another act of fraud is admissable to prove fraud charged only where there is evidence that the two are parts of one scheme or plan of fraud, committed in pursuance of a common purpose. *Jordan v. Osgood*, 109 Mass. 457; *Commonwealth v. Bradford*, 126 Mass. 42. But an assured having lost several other vessels evidence of such loss was admissable, as on a question of intent, any other transactions from which any inference respecting the *quo animo* may be drawn are admissable. though it has sometimes been though that such other transactions should be cotemporaneous, or nearly so, but that is not essential. *Howe v. Home Ins. Co.*, 32 Conn. 21. Where a defendant is charged with firing a house to defraud the insurers, it is admissable for the prosecution to prove that on prior occasions houses occupied by the defendant had been burned, though, as a general rule, evidence of distinct antecedent acts or transactions